

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Dennis N. Nesbitt and Damika D. Nesbitt		
	Debtors	
Nissan Motor Acceptance Corporation		BK NO. 19-11014-amc
	Movant	
v. Dennis N. Nesbitt and Damika D. Nesbitt		CHAPTER 13
	Respondent	
and Scott F. Waterman		
	Additional Respondent	

**MOTION OF NISSAN MOTOR ACCEPTANCE CORPORATION FOR RELIEF FROM
THE AUTOMATIC STAY UNDER SECTION 362 PURSUANT TO BANKRUPTCY
PROCEDURE RULE 4001**

Nissan Motor Acceptance Corporation (“Movant”), by its Attorney, Leopold & Associates, PLLC, files this Motion for Relief from Automatic Stay (“Motion”), and moves this Court for an Order granting relief from stay and in support thereof states the following:

1. A Chapter 13 Bankruptcy Petition was by Debtors Dennis N. Nesbitt and Damika D. Nesbitt (“Debtors”) on February 19, 2019.
2. This Court has jurisdiction of this matter pursuant to 11 U.S.C. §362 and 28 U.S.C. §157(b)(2).
3. On December 8, 2017, the Debtors entered into Vehicle Retail Installment Contract in the amount of \$53,344.08 (“Agreement”) for the purchase of a 2014 Infiniti QX60, VIN # 5N1AL0MM7EC535529 (“Vehicle”). A true and correct copy of the Agreement is attached hereto as **Exhibit A**.
4. Movant is secured under the Agreement by a properly perfected first lien security interest in the Vehicle. A true and correct copy of the title to the Vehicle is attached hereto as

Exhibit B.

5. Movant, to the best information and belief, states that there is no other entity claiming a lien on the Vehicle.
6. The Movant has filed a Proof of Claim within this bankruptcy dated February 26, 2019 under claim # 3-1.
7. The outstanding balance under the Agreement as of December 11, 2020 is \$29,585.14.
8. The fair market value of the Vehicle is \$17,825.00 based on NADA.
9. The Debtors are delinquent to the Movant for 3 post-petition payments due under the contract for the following months

10/7/2020: \$218.25

11/7/2020: \$740.89

12/7/2020: \$740.89.
10. The total amount due from the Debtors to the Movant to reinstate the Agreement post-petition is \$1,631.81.
11. The Debtors are in possession of the Vehicle.
12. Movant moves pursuant to 11 U.S.C. §362(d)(1) that the automatic stay should be lifted for cause as the Movant lacks adequate protection of its interest in the Vehicle and has failed to make post-petition payments under the Agreement.
13. The Movant additionally herby requests a waiver of Bankruptcy Rule 4001(a)(3).

WHEREFORE, Movant pray that the Court grant 1) the termination of the automatic stay as to Movant in the 2014 Infiniti QX60 with VIN # 5N1AL0MM7EC535529 and to seek statutory and other available remedies; 2) the Movant may obtain possession of the 2014 Infiniti QX60 with VIN # 5N1AL0MM7EC535529 to the exclusion of the Debtor; 3) Movant further be granted its attorney fees and costs related to this motion; and 4) any other

such further relief , at law or in equity as is just.

Date: December 23, 2020December 23, 2020

/s/ Robert P Wendt

By: Robert P Wendt, Esquire

Attorney ID No. 89150

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